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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF LOS ANGELES
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11 **PEOPLE OF THE STATE OF**
12 **CALIFORNIA EX REL. REGIONAL**
13 **WATER QUALITY CONTROL BOARD,**
14 **LOS ANGELES REGION,**
15 **PLAINTIFF,**
16 **v.**
17 **THE CITY OF SOUTH PASADENA,**
18 **DEFENDANT.**
19
20

Case No.

**[PROPOSED] CONSENT JUDGMENT
PURSUANT TO STIPULATION OF THE
PARTIES; [PROPOSED] ORDER**

21 This consent judgment pursuant to stipulation (Consent Judgment) is entered into by
22 Plaintiff the People of the State of California, ex rel. Regional Water Quality Control Board, Los
23 Angeles Region (Regional Board), and Defendant the City of South Pasadena (City). For
24 purposes of this Consent Judgment, the Regional Board and the City shall be referred to
25 collectively as the Parties.

26 **INTRODUCTION**

27 This Consent Judgment relates to the City's failure to comply with the terms of State Water
28 Resources Control Board Order No. 2006-0003-DWQ, Statewide General Waste Discharge

1 Requirements for Sanitary Sewer Systems (WDR). As set forth in the Complaint filed
2 concurrently hereto, the Regional Board alleges that the City failed to comply with the WDR by
3 discharging pollutants, including but not limited to raw sewage, into waters of the United States
4 and/or waters of the state, in violation of Water Code sections 13263 and/or 13376, for which the
5 Regional Board or a superior court can assess civil liability pursuant to Water Code sections
6 13350 and/or 13385.

7 The Parties engaged in extended settlement negotiations prior to the initiation of litigation.
8 In these negotiations, the Regional Board was represented by the Attorney General of the State of
9 California. The City was represented by Richard Adams II of Jones and Mayer, City Attorney
10 and James L. Markman of Richards, Watson & Gershon, Special Counsel.

11 The Parties have agreed to settle this matter without litigation pursuant to the terms of this
12 Consent Judgment. The Regional Board has filed a Complaint simultaneously with the lodging
13 of this Consent Judgment. The Parties enter into this Consent Judgment pursuant to a
14 compromise and settlement of the allegations in the Complaint. The Parties believe that the
15 resolution embodied in this Consent Judgment is fair and reasonable and fulfills the Regional
16 Board's enforcement objectives; that its terms are appropriate in light of certain corrective efforts
17 the City has made or will make, and penalties to which the City has agreed to pay; and that entry
18 of this Consent Judgment is in the best interest of the public.

19 The Parties, after opportunity for review by counsel, hereby stipulate and consent to the
20 entry of this Consent Judgment as set forth below.

21 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:**

22 **CONSENT JUDGMENT PURSUANT TO STIPULATION**

23 **1. DEFINITIONS**

24 Except where otherwise expressly defined in this Consent Judgment, all terms shall be
25 interpreted consistent with the Porter-Cologne Water Quality Control Act, Water Code sections
26 13300 et seq., including the regulations promulgated pursuant to those sections, and the Federal
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1 Water Pollution Control Act, 33 U.S.C. sections 1251 et seq., including the regulations
2 promulgated under those sections, 40 C.F.R. 100 et seq.

3 **2. COMPLAINT AND SCOPE OF AGREEMENT**

4 The Complaint in this action alleges that the City violated Water Code sections 13263
5 and/or 13376, for which the Regional Board or a superior court can assess civil liability pursuant
6 to Water Code sections 13350 and/or 13385. This Consent Judgment resolves all allegations and
7 violations made in the Complaint in this case as well as four (4) additional violations that the
8 Parties have agreed will be covered by this Consent Judgment. The total number of violations
9 covered by this Consent Judgment shall be twenty six (26) violations, all of which are listed in the
10 table attached hereto as Exhibit A.

11 **3. JURISDICTION AND VENUE**

12 The Parties agree that the Superior Court of California, County of Los Angeles, has subject
13 matter jurisdiction over the matters alleged in this action and personal jurisdiction over the Parties
14 to this Consent Judgment, and that the Superior Court for the County of Los Angeles is the proper
15 venue of this action.

16 **4. PAYMENT OF CIVIL PENALTIES AND INVESTIGATION AND**
17 **ENFORCEMENT COSTS**

18 **4.1 Total Penalties**

19 On entry of this Consent Judgment, the City shall be liable for a total of nine hundred
20 thousand dollars (\$900,000) in civil penalties.

21 **4.2 Civil Penalty Payment**

22 Within thirty (30) days of entry of this Consent Judgment, the City shall pay a civil penalty
23 of an amount equal to the remainder of two hundred twenty-five thousand dollars (\$225,000) less
24 the cost to the City of an asset management software system acceptable to the Regional Board,
25 such cost not to exceed fifty thousand dollars (\$50,000) with a check payable to the State Water
26 Pollution Cleanup and Abatement Account. If the City fails to make payment of this amount
27 within thirty (30) days, the City shall pay a stipulated penalty of one thousand dollars (\$1,000) for
28 each day payment is overdue.

1 The City shall deliver these payments to the Regional Board addressed to:
2 Regional Water Quality Control Board, Los Angeles Region
3 320 West Fourth Street, Suite 200
4 Los Angeles, California 90013
5 Attention: Paula Rasmussen

6 **4.3 Suspended Penalties**

7 The remaining civil penalties in the amount of six hundred and seventy-five thousand
8 dollars (\$675,000) shall be suspended. These suspended penalties (Suspended Civil Liability)
9 shall be deemed satisfied once the City completes all obligations pursuant to section 5 below.

10 **4.3a Reductions in Suspended Civil Liability**

11 Notwithstanding section 4.3 above, the City shall receive a reduction in the amount of the
12 Suspended Civil Liability as follows. When the City completes fifty percent (50%) of the
13 obligations pursuant to section 5 below, the City shall receive a credit of one hundred seventy
14 thousand dollars (\$170,000). When the City completes seventy five percent (75%) of the
15 obligations pursuant to section 5 below, the City shall receive an additional credit of one hundred
16 seventy thousand dollars (\$170,000), for a total credit of three hundred and forty thousand dollars
17 (\$340,000). The remaining portion of the Suspended Civil Liability shall be satisfied when the
18 entire obligation pursuant to section 5 below is complete.

19 **4.4 Attorney Fees, Staff Investigation Costs, and SEP Oversight Costs**

20 Within thirty (30) days of entry of this Consent Judgment, the City shall pay fifty thousand
21 dollars (\$50,000) for attorneys' fees and staff investigation costs and all oversight costs, delivered
22 as set forth in Section 4.2 above and with a check payable to the State Water Pollution Cleanup
23 and Abatement Account. If the City fails to make payment of this amount within thirty (30) days
24 of entry of this Consent Judgment, the City shall pay a stipulated penalty of one thousand dollars
25 (\$1,000) for each day payment is overdue with a check payable to the State Water Pollution
26 Cleanup and Abatement Account delivered to the Regional Board as set forth in Section 4.2
27 above.

28 **4.5 Disputes Pertaining to Payment of Penalties**

Should any disagreement arise pertaining to the City's failure to pay civil penalties,

1 attorneys' fees, or staff investigation costs, the Regional Board may enforce these provisions by
2 using the procedures set forth in section 14 below. If the Regional Board believes that the City
3 has failed to complete any portion of the obligations pursuant to section 5 of this Consent
4 Judgment, the Regional Board may seek to lift the suspension of any Suspended Civil Liability
5 amount as defined in section 4.3 of this Consent Judgment by using the procedures set forth in
6 section 14 below, taking into account any credits that are due to the City pursuant to section 4.3a
7 above.

8 **5. SEWER REPAIR WORK**

9 The City, through DMR Team Inc. (DMR), has completed video analysis of at least 50%
10 of the City's sewer system, and has grouped the condition of the sewer mains into four categories,
11 groups A, B, C, and D. DMR has also grouped all spot repairs needed in those mains into four
12 categories, groups I, II, III, and IV. The City shall complete the video analysis of the remaining
13 50% of the City's sewer system, as specified in section 8 of this Consent Judgment. The City
14 shall then complete repairs on all mains that the City has defined as in a Group "C" or "D" repair
15 condition in its "Sewer Video Analysis and Condition Assessment" (Condition Assessment
16 Report)¹ as specified in sections 5.1 and 5.2 below. Additionally, the City shall complete all local
17 spot repairs found to be in a Group "I" or "II" repair condition in the City's Condition
18 Assessment Report as specified in sections 5.1 and 5.2 below. Together, Groups "C" and "D"
19 and "I" and "II" shall be referred to as the Capital Improvement Program. If the City fails to
20 complete any part of the Capital Improvement Program repairs within the time periods specified
21 below, the City shall pay the appropriate Suspended Civil Liability amount as specified in
22 sections 4.3 and 4.5 above.

23 **5.1 Group "D" and Group "I" Repair Condition**

24 The City shall complete the repairs of the sewer mains in Group "D" and local spot repairs
25 in Group "I" repair condition within 4 years of entry of this Consent Judgment.
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28 ¹ The Condition Assessment Report is attached hereto as Exhibit B.

1 **5.2 Group “C” and Group “II” Repair Condition**

2 The City shall complete the repairs of the sewer mains in Group “C” and local spot repairs
3 in Group “II” repair condition within 10 years of entry of this Consent Judgment.

4 **5.3 Additional Incentive Payments**

5 If the City fails to complete the Capital Improvement Program above within 9 years from
6 the date of entry of this Consent Judgment, the City shall pay \$10,000 a month for each month the
7 City has not completed its Capital Improvement Program (Additional Incentive Monies). There
8 shall be no noticed motion required to collect this Additional Incentive Monies and it shall be
9 paid to the State Water Pollution Cleanup and Abatement Account and delivered pursuant to
10 section 4.2 above. The Regional Board shall meet and confer with the City prior to demanding
11 any Additional Incentive Monies. If the parties are unable to resolve their differences through the
12 meet and confer process, the Regional Board shall demand in writing the appropriate Additional
13 Incentive Money and the payment shall be due and payable within 30 days of the date of the
14 demand. This obligation does not require a Court finding. If the City disagrees with the Regional
15 Board’s demand, the City shall have the right to move the Court to set aside the Regional Board’s
16 demand.

17 **5.4 Submittal of Quarterly Reports**

18 The City shall submit quarterly reports to the Regional Board with the most up-to-date
19 information on the progress the City is making on the Capital Improvement Program. These
20 quarterly reports shall be due on January 30, April 30, July 30, and October 30 of each year. In
21 addition, when the City has completed its work on the Capital Improvement Program, it shall
22 submit a final report to the Regional Board that shall state that the Capital Improvement Program
23 has been completed and provide a complete list of all work completed pursuant to the Capital
24 Improvement Program (Final Report). The Regional Board shall have 90 days to review the Final
25 Report. If the Regional Board finds that the work pursuant to the Capital Improvement Program
26 is incomplete, then the Regional Board shall inform the City within those 90 days and shall meet
27 and confer regarding what work is outstanding. The City shall not be required to pay any
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1 Suspended Civil Liability amount or any Additional Incentive Monies during the 90 days that the
2 Regional Board is reviewing the Final Report. If a dispute regarding whether or not the City has
3 completed its Capital Improvement Program remains following the meet and confer, then the
4 Regional Board shall seek any Suspended Civil Liability pursuant to the procedures set forth in
5 section 14 of this Consent Judgment.

6 **6. ASSET MANAGEMENT SOFTWARE PROGRAM**

7 As an enhanced compliance project, the City shall acquire a subscription to, and enter into
8 an agreement for, an asset management software program for its sewer system within 60 days of
9 entry of this Consent Judgment (Enhanced Compliance Project). If the City fails to complete its
10 Enhanced Compliance Project within 60 days of entry of this Consent Judgment, the City shall
11 pay a stipulated penalty of \$1,000 per day that the Enhanced Compliance Project is incomplete.

12 **7. FLOW AND CAPACITY STUDY**

13 A proposed plan to study flow and capacity shall be prepared by the City and submitted to
14 the Regional Board within 60 days of entry of this Consent Judgment. The City shall then
15 complete the approved System Flow Monitoring and Capacity Analysis, which shall consist of a
16 flow and capacity study of the City's sanitary sewer system within 3 years of entry of this
17 Consent Judgment. If the City does not complete this study within 3 years, then the City shall
18 pay a stipulated penalty of \$1,000 per day that the study is incomplete.

19 **8. VIDEO ANALYSIS OF THE SEWER SYSTEM**

20 The City shall complete Phase III of its four phase video analysis of its sanitary sewer
21 system on or before December 31, 2011. The City shall complete Phase IV of its four phase
22 video analysis of its sanitary sewer system on or before December 31, 2012. The City shall then
23 complete a video analysis of its sanitary sewer system every 2 years starting January 1, 2013
24 (Subsequent Video Analysis). If the City fails to complete these video analyses in the time stated,
25 then the City shall pay \$1,000 per day until the analysis is complete.

26 **8.1. Routine Maintenance**

27 The City shall complete flushing and hydrojetting to clear blockages and roots and remove
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grease buildup (hereinafter "Routine Maintenance") discovered by the Subsequent Video Analysis of its sanitary sewer system within 60 days from the determination that such Routine Maintenance is necessary. If the City fails to complete the Routine Maintenance discovered by the Subsequent Video Analysis of its sanitary sewer system within 60 days from the determination that such repairs are necessary, then the City shall pay a stipulated penalty of \$1,000 for every day that the repairs remain incomplete.

8.2. Groups "D" and "I" Repair Condition After Subsequent Video Analysis

Any Group "D" mains or Group "I" spot repairs as defined in Section 5 above that are detected on any Subsequent Video Analysis of the sanitary sewer system, that were not previously identified, shall be completed within 4 years from entry of this Consent Judgment, or within 1 year of detection, whichever is later.

8.3. Groups "C" and "II" Repair Condition After Subsequent Video Analysis

Any Group "C" mains or Group "II" spot repairs as defined in Section 5 above that are detected on any Subsequent Video Analysis of the sanitary sewer system, that were not previously identified, shall be completed within 10 years from entry of this Consent Judgment, or 2 years from detection, whichever is later. The City shall not be required to pay any Additional Incentive Monies for any Group "D" or Group "C" mains or Group "I" or Group "II" spot repairs detected on any Subsequent Video Analysis of the sanitary sewer system that were not previously identified in the first video analysis completed prior to December 31, 2012.

8.4. Modification of Subsequent Video Analysis Repairs

If the City determines that it cannot meet the schedule for the repairs discovered in any Subsequent Video Analysis, then it may meet and confer with the Regional Board and attempt to modify the schedule. If the parties are then unable to resolve any disputes, the City may bring a noticed motion seeking judicial relief or modification of the schedule. Any change in the timing of these repairs will not affect the City's obligations under Section 5 of this agreement. If the City fails to comply with this term of the agreement, the Regional Board may seek the suspended civil penalty by noticed motion as described in section 14 of this Consent Judgment, including

1 any necessary meet and confer.

2 **9. SUBMITTAL OF SUBSEQUENT VIDEO ANALYSIS QUARTERLY**
3 **REPORTS**

4 The City shall submit quarterly reports to the Regional Board with the most up-to-date
5 information on the Subsequent Video Analysis of its sewer system. These quarterly reports shall
6 be due to the Regional Board on January 30, April 30, July 30, and October 30 of each year. In
7 addition, the quarterly reports shall provide the most up-to-date information on: 1) any new SSO
8 data (including the cause of the SSO and the measures taken to prevent recurrence); 2) the
9 continued implementation of the Routine Maintenance; 3) the City's fats, oils and grease (FOG)
10 control program (FOG control program); and 4) the City's Hot Spot program. If the City fails to
11 submit these quarterly reports to the Regional Board, then the City shall pay a stipulated penalty
12 of \$1,000 per day that any quarterly reports are overdue.

13 **10. FATS OILS AND GREASE CONTROL PROGRAM**

14 The City shall implement its FOG control program, attached hereto as Exhibit C, and make
15 its best efforts to have all food service establishments as defined in its FOG ordinance inspected
16 within 15 days of the City becoming aware of the existence of the establishment. If the City fails
17 to implement its FOG control program within 45 days of entry of this Consent Judgment, then the
18 City shall pay a stipulated penalty of \$1,000 for every day that it remains unimplemented.

19 **11. HOT SPOTS**

20 The City shall inspect locations in its sanitary sewer system known to the City to require
21 more frequent attention due to historic performance issues (Hot Spots) every 45 days and
22 complete all required Routine Maintenance within 45 days of determining that any Routine
23 Maintenance is necessary. If the City fails to inspect its known Hot Spots every 45 days or fails
24 to complete all required Routine Maintenance at its Hot Spots within 45 days of determining that
25 any Routine Maintenance is necessary, then the City shall pay a stipulated penalty of \$1,000 for
26 every day that the Hot Spots are not inspected and \$1,000 for every day that the required Routine
27 Maintenance is not complete.
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1 **12. STAFF TRAINING**

2 The City shall make its best efforts to train and certify its staff through the California Water
3 Environment Association in collection system maintenance. All new hires in the sewer
4 maintenance crew shall be required to receive such certification and training, provided it does not
5 interfere with their Union contracts.

6 **13. FORCE MAJEURE**

7 **13.1.** Any event (which may include an act or an omission) that is beyond the City's
8 control and that prevents the City from timely performing any obligation under this Consent
9 Judgment, despite the City's reasonable best efforts, is a "Force Majeure" event. Force Majeure
10 does not include the City's financial inability to fund or complete the obligation or circumstances
11 that the City could have avoided if it had complied with preventative requirements imposed by
12 law, regulation or ordinance.

13 **13.2.** If any Force Majeure event occurs that may prevent or delay the City's
14 performance of any obligation under this Consent Judgment, within ten (10) business days of
15 when the City first receives reasonable notice of the event, it shall provide to the Regional Board
16 a written explanation and description of the event; the anticipated duration of any delay; all
17 actions the City has taken or will take to prevent or minimize the delay or other noncompliance
18 and a schedule of such actions; and the rationale for categorizing the event as a Force Majeure. In
19 addition, the City shall provide all available non-privileged, material, factual documentation
20 supporting a Force Majeure claim.

21 **13.3.** Within fourteen (14) days of receiving the notice set forth in Section 13.2, the
22 Regional Board shall notify the City in writing whether it agrees with its assertion of Force
23 Majeure. If the Regional Board agrees that the prevention of performance or anticipated
24 prevention of performance or delay or anticipated delay is attributable to Force Majeure, the
25 City's performance will be excused to such degree as the Regional Board and the City agree, or
26 the time for performance of its obligations under this Consent Judgment that are affected by Force
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1 Majeure will be excused to such degree, or extended for such time, as the Regional Board and the
2 City agree is necessary to complete those obligations.

3 **13.4.** If the City and the Regional Board disagree about the existence or effect of Force
4 Majeure, either the City or the Regional Board may petition the Court to resolve the dispute. If
5 either the City or the Regional Board petitions the Court to resolve the Force Majeure dispute, it
6 will neither preclude nor prejudice the Regional Board from bringing a motion to enforce the
7 Consent Judgment as provided in this Consent Judgment, nor will it preclude nor prejudice the
8 City's ability to oppose such a motion. Alternatively, the City may raise Force Majeure as a
9 defense to a motion to enforce. In all instances, the City shall have the burden of proof to
10 demonstrate Force Majeure.

11 **14. ENFORCEMENT AND PENALTIES**

12 **14.1. Procedure**

13 The Regional Board may move this Court to enforce any provision of this Consent
14 Judgment and to award other appropriate relief, including penalties for violations of sections 4
15 through 11 above, by serving and filing a regularly noticed motion in accordance with Code of
16 Civil Procedure section 1005 (Enforcement Motion). The City may file an opposition, and the
17 Regional Board may file a reply, both also in accordance with Code of Civil Procedure section
18 1005. At least ten (10) business days before filing an Enforcement Motion under this Consent
19 Judgment, the Regional Board must meet and confer with the City to attempt to resolve the matter
20 without judicial intervention. To ensure that the "meet and confer" is as productive as possible,
21 the Regional Board will identify, as specifically as the available information allows, the specific
22 instances and dates of non-compliance and the actions that the Regional Board believes the City
23 must take to remedy that non-compliance.

24 **15. PUBLIC COMMENT**

25 The Parties agree and acknowledge that the Regional Board's final approval of this Consent
26 Judgment is subject to the requirements of notice and comment pursuant to federal and state
27 requirements. Section 123.27(d)(2) of Title 40, Code of Federal Regulations, provides that notice
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1 of the proposed settlement be given to the public and that the public shall have at least thirty (30)
2 days after the notice to submit comments on the proposal. The Regional Board will publish notice
3 on the Regional Board website after the Consent Judgment is lodged with the Court. The
4 Regional Board reserves the right to withdraw or withhold its consent, prior to entry of the
5 Consent Judgment, if the comments received disclose information or considerations that indicate
6 that the Consent Judgment is inappropriate, improper, or inadequate. The City agrees not to
7 withdraw from, oppose entry of, or to challenge any provision of this Consent Judgment, unless
8 the Regional Board notifies the City in writing that it no longer supports entry of this Consent
9 Judgment.

10 **16. NOTICE**

11 All submissions and notices required by this Consent Judgment shall be sent to:

12 For the Regional Board:

13 Paula Rasmussen
14 Los Angeles Regional Water Quality Control Board
15 320 West Fourth Street, Suite 200
16 Los Angeles, California 90013

17 Noah Golden-Krasner
18 Deputy Attorney General
19 Office of the Attorney General
20 300 South Spring Street, Ste 1702
21 Los Angeles, California 90013

22 For the City: Sergio Gonzalez, Interim City Manager
23 City of South Pasadena
24 1414 Mission Street
25 South Pasadena, California 91030

26 Richard Adams II, City Attorney
27 City of South Pasadena
28 3777 N. Harbor Boulevard
Fullerton, California 92835

1 Any Party may change its notice name and address by informing the other Party in writing,
2 but no change is effective until it is received. All notices and other communications required or
3 permitted under this Consent Judgment that are properly addressed as provided in this Section are
4 effective upon delivery if delivered personally or by overnight mail, or are effective five (5) days
5 following deposit in the United States mail, postage prepaid, if delivered by mail.

6 **17. CONSENT TO INSPECTION OF FACILITIES AND DOCUMENTS**

7 **17.1. Documents**

8 On reasonable notice, the City shall permit any duly authorized representative of the
9 Regional Board to inspect and copy any documents in the City's possession that relate to this
10 Consent Judgment, to determine whether the City is in compliance with the terms of this Consent
11 Judgment. Nothing in this section is intended to require access to or production of any documents
12 that are protected by the attorney-client privilege, attorney work product doctrine or any other
13 applicable privilege afforded to the City under law.

14 **17.2. Facilities**

15 On reasonable notice, the City shall permit any duly authorized representative of the
16 Regional Board to inspect its sewer system facilities including, but not limited to, sewer mains,
17 manholes, Hot Spots, Routine Maintenance areas, and any other City facility involved in this
18 Consent Judgment

19 **18. NECESSITY FOR WRITTEN APPROVALS**

20 All approvals and decisions of the Regional Board under the terms of this Consent
21 Judgment shall be communicated to the City in writing. No oral advice, guidance, suggestions or
22 comments by employees or officials of the Regional Board regarding submissions or notices shall
23 be construed to relieve the City of its obligation to obtain any final written approval required by
24 this Consent Judgment.

25 **19. EFFECT OF JUDGMENT**

26 Except as expressly provided in this Consent Judgment, nothing in this Consent Judgment
27 is intended nor shall it be construed to preclude the Regional Board, or any state, county, or local
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1 agency, department, board or entity, or any Certified Unified Program Agency, from exercising
2 its authority under any law, statute or regulation.

3 **20. LIABILITY OF REGIONAL BOARD**

4 The Regional Board shall not be liable for any injury or damage to persons or property
5 resulting from acts or omissions by the City, its directors, officers, employees, agents,
6 representatives or contractors in carrying out activities pursuant to this Consent Judgment, nor
7 shall the Regional Board be held as a party to or guarantor of any contract entered into by the
8 City, its directors, officers, employees, agents, representatives or contractors, in carrying out the
9 requirements of this Consent Judgment.

10 **21. NO WAIVER OF RIGHT TO ENFORCE**

11 The failure of the Regional Board to enforce any provision of this Consent Judgment shall
12 neither be deemed a waiver of such provision nor in any way affect the validity of this Consent
13 Judgment. The failure of the Regional Board to enforce any such provision shall not preclude it
14 from later enforcing the same or any other provision of this Consent Judgment. No oral advice,
15 guidance, suggestions or comments by employees or officials of any Party regarding matters
16 covered in this Consent Judgment shall be construed to relieve any Party of its obligations under
17 this Consent Judgment.

18 **22. FUTURE REGULATORY CHANGES**

19 Nothing in this Consent Judgment shall excuse the City from meeting any more stringent
20 requirements that may be imposed by changes in the applicable law.

21 **23. APPLICATION OF CONSENT JUDGMENT**

22 Upon entry, this Consent Judgment shall apply to and be binding upon the Regional Board
23 and the City, and their employees, agents, successors, and assigns.

24 **24. AUTHORITY TO ENTER CONSENT JUDGMENT**

25 Each signatory to this Consent Judgment certifies that he or she is fully authorized by the
26 Party he or she represents to enter into this Consent Judgment, to execute it on behalf of the Party
27 represented and legally to bind that Party.
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25. RETENTION OF JURISDICTION

25.1 The Parties agree that this Court has exclusive jurisdiction to interpret and enforce the Consent Judgment. The Court shall retain continuing jurisdiction to enforce the terms of this Consent Judgment and to address any other matters arising out of or regarding this Consent Judgment. The Parties shall meet and confer prior to the filing of any motion relating to this Consent Judgment, including any Enforcement Motion as contemplated by Sections 4.3, 4.5, 6.7, 6.8, and 7.1, and shall negotiate in good faith in an effort to resolve any dispute without judicial intervention.

25.2 This Consent Judgment shall go into effect immediately upon entry thereof. Entry is authorized by Stipulation of the Parties upon filing.

26. PAYMENT OF LITIGATION EXPENSES AND FEES

The City shall pay its own attorney fees and costs and all other costs of litigation and investigation incurred to date.

27. INTERPRETATION

This Consent Judgment was drafted equally by all Parties. The Parties agree that the rule of construction holding that ambiguity is construed against the drafting Party shall not apply to the interpretation of this Consent Judgment.

28. COUNTERPART AND FACSIMILE SIGNATURES

This Consent Judgment may be executed by the Parties in counterparts, by Portable Document Format (PDF), and facsimiles, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

29. INTEGRATION

This Consent Judgment constitutes the entire agreement between the Parties and may not be amended or supplemented except as provided for in the Consent Judgment.

30. MODIFICATION OF CONSENT JUDGMENT

This Consent Judgment may be modified only by the Court, or upon written consent by the Parties and the approval of the Court.

1 **31. TERMINATION OF CONSENT JUDGMENT**

2 This Consent Judgment will expire and be of no further effect after the City has completed
3 all work contemplated by Sections 5 and 8, the Regional Board has agreed that such work is
4 complete, and the City has paid all penalties as required by this Consent Judgment.


5 **32. FINAL JUDGMENT**

6 Upon approval and entry of this Consent Judgment by the Court, this Consent Judgment
7 shall constitute a Final Judgment by the Court as to the Parties.

8 **SO STIPULATED.**

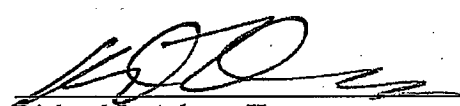
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10 **FOR DEFENDANT CITY OF SOUTH PASADENA:**

11 Dated: November 28, 2011

By: 
Sergio Gonzalez
Interim City Manager
City of South Pasadena

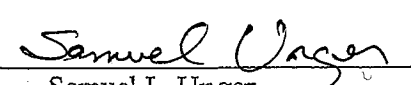
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14 APPROVED AS TO FORM:

15 Dated: November 29, 2011


Richard L. Adams II
Jones & Mayer
Attorneys for Defendant
City of South Pasadena

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19 **FOR PLAINTIFF PEOPLE OF THE STATE OF CALIFORNIA EX REL. THE**
20 **CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD, LOS ANGELES**
21 **REGION:**


22 Dated: November 30, 2011

By: 
Samuel L. Unger
Executive Officer
California Regional Water Quality Control
Board, Los Angeles Region

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1 APPROVED AS TO FORM:

2
3 Dated: November 30, 2011



Noah Golden-Krasner
Deputy Attorney General
Attorney for Plaintiff
Regional Water Quality Control Board,
Los Angeles Region

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8 **IT IS HEREBY ORDERED:**

9 Entered this _____ day of _____, 2011.

10
11 Judge of the Superior Court of Los Angeles County